Bangalore Development Authority

T.Chowdaiah Road, Kumara Park West, Bangalore-560 020

No. BDA/EE(N)/Addendum/1188/2023-2024 Date : 17.02.2024.

ADDENDUM

Sub: Tender for the work of **ASPHALTING OF INTERNAL ROADS IN 02ND AND 03RD BLOCK OF SAMPIGEHALLI VILLAGE OF ARKAVATHY LAYOUT**

Ref : 1) This office Tender Notification No. BDA/EE(North)/Ten/05/2023-2024 DATED: 09-02-2024.
2) e- Procurement reference: BDA/2023-24/OW/WORK_INDENT25.

With reference to the Tender Notification cited at reference the following shall be read as follows :

Technical Bid Document

Sl. No	Clause / Page No.	Amendment made or To be read as
1	SECTION 1: INVITATION FOR TENDERS (IFT) The second column Name of work of the table is as follows : **IMPROVEMENT AND ASPHALTING OF INTERNAL ROADS OF JAKKUR VILLAGE OF ARKAVATHY LAYOUT**	SECTION 1: INVITATION FOR TENDERS (IFT) The second column Name of work of the table is to be read as follows : **IMPROVEMENT AND ASPHALTING OF INTERNAL ROADS OF SAMPIGEHALLI VILLAGE OF ARKAVATHY LAYOUT**
1	**Section 2 :Instruction to Tenderers(ITT)** **Table of Clauses** **A.General** 4. Deleted 5. Deleted 6. Deleted **B. Tender Documents** 8. Deleted	**Section 2 :Instruction to Tenderers(ITT)** **Table of Clauses** **A.General** 4. One Tender Per Tender 5. Cost of Tendering 6. Site Visit **B. Tender Documents** 8. Clarification of Tender Document
2.	***Section 2 :Instruction to Tenderers(ITT)*** **A. General** **2. Eligible Tenderers** Clause No:2.1 Clause No:2.2 Clause No:2.3	***Section 2 :Instruction to Tenderers(ITT)*** **A. General** **2.Eligible Tenderers** Clause No:2.1 Clause No:2.2 ClauseNo:2.3 Any Registered individual firm / Agency / Partnership firms / Company having valid Class-1 Civil registration issued by State

		Government/Central Government.
	3. Qualification of the Tenderer:	**3. Qualification of the Tenderer:**
	Each Tenderer should further demonstrate:	**3.3 Each Tenderer should further demonstrate:**
	B) Liquid assets and/or availability of credit facilities of no less than Rs. 584.86 Lakhs Credit lines/letter of credit/ certificates from the Banks for meeting the fund requirement etc.	B) Liquid assets and/or availability of credit facilities of no less than Rs. 584.86 Lakhs Credit lines/letter of credit/ certificates from the Nationalized or Scheduled Banks for meeting the fund requirement etc. in the name of this work.
	3.4	3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.
	3.5	3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above
	3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:	**3.6** Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under.
	3.5 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:	3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
	4. Deleted	**4. One Tender per Tenderer**
		4.1 Each Tenderer shall submit only one tender for one contract. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified
	5. Deleted	**5. Cost of Tendering**
		5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the

		Employer will in no case be responsible and liable for those costs.
	6. Site Visit : The tenderers at his own responsibility and risk is encourage to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the tender for construction of works. The cost of visiting the site shall be at the tenderers own expenses. The sites inspection certificate issued by concerned Assistant Executive Engineer of Respective the sub division counter signed by Executive Engineer of respective division should be obtained and uploaded failing which the bid will be rejected.	**6. Site Visit :** 6.1 The tenderers at his own responsibility and risk is encourage to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of work. The cost of visiting the site shall be at the tenderers own expenses. As the works are scattered throughout the layout of which many areas are under litigation, it is advised that the prospective bidder jointly inspect the site along with the Engineer and get well versed with the sital conditions and produce a certificate signed by Assistant Engineer /Assistant Executive Engineer, upload in the e-portal, However, inspection of the site and uploading of the certificate in the e-portal is not mandatory . Bidder who has not inspected the site, shall submit his bid at his own risk.
	B. Tender documents	**B. Tender documents**
	7. Content of Tender documents	**7. Content of Tender documents**
	7.1 The set of tender documents shall have all the Sections given in Page 2: 7.2 Both the sets should be completed and returned with the tender.	7.1 The set of tender documents shall have all the Sections given in Page 2: 7.2 Deleted
	8. Clarification of Tender Documents	**8. Clarification of Tender Documents**
	8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer by rising query online or in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives upto the date of pre-tender meeting.	8.1 A prospective tenderer requiring any clarification/queries of the tender documents may notify the Employer in Karnataka Public Procurement Portal by rising query online or in writing or by cable (here in after "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives upto the date of pre-tender meeting.
	8.2 **Deleted**	**8.2 Pre-Tender Meeting** 8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the address time and date

		as specified on Karnataka Public Procurement portal. 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 8.2.3 The Tenderer is requested to submit any questions in writing on Karnataka Public Procurement Portal not later than time and date as specified in the Karnataka Public Procurement portal 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be notified on Karnataka Public Procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITT and not through the minutes of the pre-tender meeting. 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.
	10. Documents comprising the Tender 10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:: **10.1.1 First Cover:** **(a) Earnest Money Deposit & tender Processing fee; online payment through e-Procurement platform** **(a) Qualification Information as per formats 1 to 10 uploaded separately and to comply the task created in the e-Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer**	**10. Documents comprising the Tender** 10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:: **10.1.1 First Cover:** **(a) Earnest Money Deposit & tender Processing fee; online payment through e-Procurement platform** **(b) Qualification Information as per formats 1 to 10 uploaded separately and to comply the task created in the e-Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.**

	10.1.2 Second Cover: (a) The Tender (in the format indicated in Section 4) **(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.** And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.	**10.1.2 Second Cover:** (a) The Tender (in the format indicated in Section 4) **(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.** And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.
		10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.
	11. Tender prices	**11. Tender prices**
	11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.	11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.The Goods and Service Tax will be paid by the employer at the prevailing rates to the contract amount as per Govt. orders and as amended from time to time.
	13. Earnest money deposit	**13. Earnest money deposit**
	13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. Tenderer should pay the full EMD amount of Rs. 19.50 Lakhs through e-payment	**13.1** The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT for this particular work EMD shall be paid in total through e-payment or minimum of Rs.1.00 lakh shall be paid through e-payment and the balance EMD shall be through Bank Guarantee in the form given in Section11 from any Nationalized / Schedule bank or through e-bank guarantee, obtained after the date of notification of tender and on or before the last

		date for submission of tender, payable at Bangalore, in favour of the Employer. A scanned copy of the Bank Guarantee shall be uploaded at the appropriate place provided in Karnataka Public Procurement Portal along with the First Electronic Document (Technical Bid Document), failing which the bids will be rejected in the Karnataka Public Procurement Portal. The original Bank guarantee shall be submitted to the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032, on or before the Time and date of opening of First Electronic Document (Technical Bid Document), in person or through authorized representative, failing which the Bank Guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. The Employer or representative will open the tender of the Tenders received in Karnataka Public Procurement Portal at Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032, at the designated date and time, without requiring the presence of Tenderer or in the presence of the Tenderers or their authorized representatives who choose to attend. In the event of the designated date of the Tenders opening being declared a holiday for the Employer, the Tenders will be opened at the designated time and location on the next working day. The Tenderers or their authorized representatives who are present shall sign a register evidencing their attendance. The uploaded scanned copy of Bank guarantee shall be downloaded by the Employer. The downloaded copy of Bank guarantee shall be compared with the original Bank guarantee submitted by the tenderer. Upon comparison, if the correctness of the Bank Guarantee is found satisfactory, the Bank guarantee will

		be accepted and the First Electronic Document (Technical Bid Document) shall be opened. If the Bank Guarantee is not in order, and the non-receipt of the original Bank guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. The First Electronic Document (Technical Bid Document) shall be opened in respect of such tenderer who have paid EMD in full though e-payment or who have paid part of EMD though e-payment and balance EMD through Bank Guarantee shall be considered for evaluation. The confirmation letter shall be addressed to the respective Bank authorities, with a return letter for the confirmation of Bank Guarantee within seven days. Upon receipt of confirmation letter from the respective Bank authorities, the Bank Guarantee shall be accepted and evaluation will be processed. Non-receipt or delay in confirmation of Bank Guarantee by the respective Bank authorities within the stipulated period, result in rejection of Bank Guarantee and the tender of such tenderer's treated as non-responsive and also withdrawn in the evaluation process. The original Bank Guarantee shall be returned and subsequently part payment of EMD shall also be returned. The tenderers participating in the First Electronic Document (Technical Bid Document), who indulges in fraudulent, malpractices and non-submission of proper Bank Guarantee during opening of the First Electronic Document (Technical Bid Document), the Employer shall take following action against such tenderers. (i) Forfeiture of the initial amount deposited through e-payment by such contractors to the Employer; and (ii) Initiate Black listing of such contractors so as to prevent them in participating in future tenders, if repeatedly resort

		malpractices. The proposal shall be sent to the competent Registration authority and also initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractors. The EMD and Tender Processing fee shall be in the form of e-payment and to be paid on Karnataka Public Procurement Portal using any of the following online or offline modes of e-payment. The remaining part after para of clause No 13.1 continuous to be the same till 13.6.
	14. Format and signing of Tender Tenderer shall submit the Bid electronically before the submission date and time published in e-procurement portal.	**14. Format and signing of Tender** **14.1** The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the Karnataka Public Procurement portal at appropriate place. **14.2.** The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only. The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal. The Tender price and the total tender price will be auto generated. **14.3** The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.

	D. Submission of Tenders	**D. Submission of Tenders**
	15. Sealing and marking of tenders	**15. Sealing and marking of tenders**
	Tenderer shall submit the Bid electronically before the submission date and time published .	**15.1** The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal.
		15.2 Deleted - (Not applicable for E-Tender).
		15.3 Deleted - (Not applicable for E-Tender).
		15.4 Deleted-(Not applicable for E-Tender).
	16. Deadline for submission of the Tenders	**16. Deadline for submission of the Tenders**
	16.1	**16.1**
	16.2	**16.2**
		16.3 The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).
	18. Modification and Withdrawal of Tenders	**18. Modification and Withdrawal of Tenders**
	18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.	**18.1** Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.
	18.2 The Tenderer may withdraw his tender before the notified last date and time of tender submission	**18.2** Deleted-(Not applicable for E-Tender)
		18.3 No Tender may be modified after the deadline for submission of Tenders.
		18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of

		Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
		18.5 Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.
	E. Tender opening and evaluation	**E. Tender opening and evaluation**
	19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:	**19. Opening of First Cover of all Tenders(Technical Proposal) and evaluation to determine qualified Tenderers:**
	19.1 The Employer will open the First Covers of all the Tenders received in the presence of the Tenderers or their representatives who choose to attend at **11:00 AM** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.	**19.1** The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day.
	19.2 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.	**19.2 DELETED (Not applicable for E Tender)**
	19.3 Tenderer to submit all the Original Documents, which are submitted in e-procurement portal , to the employer for verification at the time of opening of technical bids (First cover).	**19.3** The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened.

		19.4 The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3. **19.5 DELETED (Not applicable for E Tender)** **19.6** The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.
	20. Opening of Second Cover of qualified Tenderers and evaluation:	**20. Opening of Second Cover of qualified Tenderers and evaluation:**
	20.1 The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.	**20.1** The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day.
	20.2 The Tenderers names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.	**20.2 Deleted (Not Applicable for E - Tender)** **20.3** The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present

		physically at the tender opening place. No Tender shall be rejected at Tender opening.
	20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.	**20.4** The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.
	22 Clarification of Tenders	**22 Clarification of Tenders**
	22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing. **Tenderer also can submit on line clarification through e-Procurement portal through query option .** **If they have any clarification related to e-Procurement contact e-Procurement Help desk from 9 AM to 9 PM. (Monday to Saturday)** **Ph. No. – 9180 25501216, 9180 25501227**	22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
	24. deleted	**24. Correction of Errors** **24.1** Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows: (a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and. (b) Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern. 24.2. The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure in vogue for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon

		the Tenderer. If Tenderer does not accept the corrected amount the Tender will be rejected, and the amount earnest Money Deposit EMD may be forfeited in accordance with clause 13.6(b)
	25. **Evaluation and comparison of Tenders** 25.2 deleted	25. **Evaluation and comparison of Tenders** 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: (a) making any correction for errors pursuant to Clause 24; and (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.
	30 deleted	**30 Advance Payments and Security deleted**
	31. Corrupt or Fraudulent practices **31.1** (a) (b)	**31. Corrupt or Fraudulent practices** **31.1** (a) (b) (c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractor
	31.2	**31.2**
	SECTION 5: CONDITIONS OF CONTRACT **Table of Contents** **A. General** 13.Deleted 14.Deleted 24.Deleted **40.** Deleted **42.** Deleted **Conditions of Contract** **A. General** **7. Deleted**	**SECTION 5: CONDITIONS OF CONTRACT** **Table of Contents** **A. General** 13. Insurance 14. Site Investigation Report 24. Procedure for resolution of disputes **40.** Price Adjustment **42.** Advance Payments **Conditions of Contract** **A. General** **7. Sub Contracting Deleted**

37. Payments	**37. Payments**
	37.3 Increase in Goods and Service Tax shall not be paid for the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.
39. Tax	**39. Tax**
	39.2 Royalty charges will be recovered as per the latest Government orders as per the applicable law and amendments.
40. Deleted	**40. Price Adjustment Deleted**
42. Advance Payments	**42.** Advance Payments **Deleted.**
42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional Bank Guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.	
42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the works. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.	
42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.	

	50. Payment upon Termination	**50. Payment upon Termination**
	50.1	**50.1**
	50.2	**50.2**
		50.3 Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers Contractor
	F. Special Conditions of Contract	**F. Special Conditions of Contract**
	4. Arbitration (Clause 24)	**4. Arbitration (Clause 24)** **Deleted**
	(a) "Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre - Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules"	
	(b) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless **they are the subject matter of the arbitration proceedings.**	

SECTION 3: QUALIFICATION INFORMATION

The information required from the tenderer is indicated in the Formats 1 to 10, which are uploaded seperately.

To be read as :

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity and evaluating qualification of Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.2. Construction Turnover (Refer ITT Clause 3.2 (a)

Total value of Civil engineering construction works executed and payments received in the last five years.

Year	Turnover (Rs. Lakh)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note:

In support of this Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the profit and loss statement for Civil Engineering construction works executed and payments received, balance sheets and audited reports, with UDI number certified by the Chartered accountant of the past Five (5) years.

1.3 Work Performed as Prime Contractor (in the same name) on Works of Similar Nature over during the five years specified in 1.2 above

Rs. Lakh

Sl. No.	Name of the Employer & Contact Address, Tel, Fax	Description of work	Contract Number	Value of the Contract In Lakhs	Date of Issue of work order	Specified Period of completion	Actual date of completion	Remarks Explaining Reasons for delay in completion of work
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1								
2								
3								
4								
5								

Note:

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal, scanned copy of the certificate duly signed by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works.

If the Authority desires physical verification will be carried out on the works listed above.

1.4. Quantities of work executed as Prime Contractor (in the same name) during the five years specified in 1.2 above:

a) Quantities executed in Civil works as Prime Contractor:

Year	Name of the Work	Name of Employer	Quantity of the Works Performed		
1	2	3	4	5	6
2018-19					
2019-20					
2020-21					
2021-22					
2022-23					

Note

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the certificate duly certified by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works and the quantities with the financial year wise breakup for the items executed.

If the authority desires, physical Verification will be carried out on the works listed above.

1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on date of this tender

A. Existing Commitments and on- going works **Rs. Lakhs**

Description of works	Place of work & state	Contract No & date	Name & Address of Employer	Value of contract	Stipulated period of completion	Value of the works remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

B. Works for which Tenders already submitted **Rs. Lakh**

Description of works	Place of work & state	Name & Address of Employer	Estimated value of the work	Stipulated period of completion	Date when decision expected	Remarks if any
1	2	3	4	5	6	7

Note (A) and Note (B)

A: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

B: *The statements showing the works for which Tenders already submitted, the Tenderer shall up load the copy of the acknowledgement received on submission of Tenders as against the notification on Karnataka Public Procurement Portal KPPP along with the details sought as in the statement as against each Tender submission*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

1.6 The following Items of Equipment are considered essential for successfully carrying out the works. Tenderer should furnish all the information below

Sl. No.	Name of the Equipment	Required		Owned		lease/hire basis		Remarks
		Numbers	Capacity, Age of the equipment should be < 5 Years from date of purchase with good working condition	Nos. / Capacity	Age/ Condi-tion	Nos. / Capacity	Age/ Condi-tion	
1	Hotmix Plant	1						
2	Paver Finisher:	1						
3	Vibrator Roller	1						
4	Tipper :	2						
5	Bituminous Mechanical Sprayer :	1						
6	Hotmix Plant -	1						
	And availability by lease /Hire basis for this work is							
	Tippers	2						
	Excavator like JCB/Hitachi :	2						
	Water Tanker :	2						

Note :

The tenderers shall possess equipments as indicated in the table 1.6 above and in support of this, the tenderer shall upload on Karnataka Public Procurement Portal, relevant documents such as Registration certificate / Invoice in case Registration certificate not applicable / Purchase agreement or deed with its documents. In case the tenderer proposes to deploy the equipment on lease or hire basis, tenderer shall upload lease / hire agreement along with Registration certificate / Invoice of the respective equipments.

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANK CERTIFICATE

This is to certify that M/s ..... a reputed company with a Good financial standing. If the contract for the work, namely, ... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.....to meet their working capital requirements for executing the above contract.

-- Sd. -- & Stamp
Name of the Bank

Senior Bank Manager

Address of the Bank

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Deleted

1.12 Information on litigations in which the Tenderer is involved:.

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

Note : *Tenderer shall upload documents in this regard with all sufficient information on litigation in which tenderer is involved as against such works.*

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

******

SECTION 4:, FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works ASPHALTING OF INTERNAL ROADS IN 02ND AND 03RD BLOCK OF SAMPIGEHALLI VILLAGE OF ARKAVATHY LAYOUT

To : **The Executive Engineer,.**
Address : **North Division, RT Nagar, Bangalore**

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* (_____) *[in letters].*[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity, Earnest money deposit and Tender processing fee as required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

To be read as

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

_____

Form of Tender

Description of the Works ASPHALTING OF INTERNAL ROADS IN 02ND AND 03RD BLOCK OF SAMPIGEHALLI VILLAGE OF ARKAVATHY LAYOUT

To : **The Executive Engineer,.**
Address : **North Division, RT Nagar, Bangalore**

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of amount as submitted in the second electronic document (Price bid) *[in letters].*[2]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity, Earnest money deposit and Tender processing fee as required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

******

Section 11: Format for Bank Guarantee for **EARNEST MONEY DEPOSIT**
(To be obtained on Stamp Paper of Face value not less than Rs.100/-)

To,
The Executive Engineer,
Address: .....
WHEREAS (Name and Address of Contractor) .....

***(Thereinafter called "the contractor") has undertaken in pursuance of Tender Notification/Contract No. .....dated: .....to Tender/execute.

(Name of contract and brief description of works).....
.....called "The contract".

AND WHEREAS it has been stipulated by you in the said contract that the contract shall furnish you with a Bank Guarantee by a Nationalised Schedule bank for the sum specified therein as Earnest Money Deposit/Security Deposit for compliance with his obligations in accordance with contract.

AND WHEREAS we has agreed to given the contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upon a total we are the guarantor and responsible to you, on behalf of the contractor, upon a total of (Amount of Guarantee)..... Rs. (in words) Rupees.....) and we undertake to pay you, upon your first written demand and without cavil or/argument any sum of sums of within the limits of (Amount of Guarantee) ..... as aforesaid without by our needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the work to be performed there under or for any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until the date..... 45 days beyond the Bid validity period.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:.....
Address:.....

Place:
Date:

WITNESS:
1)
2)

To be read as

Section 11: Format for Bank Guarantee for **EARNEST MONEY DEPOSIT**
(To be obtained on Stamp Paper of Face value not less than Rs.100/-)

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[date]* for the construction of _____ *[name of Contract]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of the Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
   (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
   (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____

******

SECTION 6: CONTRACT DATA

Added :

<table>
<tr><td>The following documents are also part of the Contract:</td><td>Clause Reference</td></tr>
<tr><td>
Insurance Requirements
<table>
<tr><th>Sl.No.</th><th>Type of Cover</th><th>Minimum cover for Insurance</th></tr>
<tr><td>(i)</td><td>Works and of Plant and materials</td><td>Contract Price plus 20%</td></tr>
<tr><td>(ii)</td><td>Loss or damage to equipment</td><td>Full replacement cost</td></tr>
<tr><td>(iii)</td><td>Loss or damage to property of Third Party</td><td>Full replacement cost</td></tr>
<tr><td>(iv)</td><td>Personal injury or death insurance</td><td></td></tr>
<tr><td></td><td>(a) for Third Party</td><td>Rs. 2,00,000 per occurrence with number of occurrences unlimited</td></tr>
<tr><td></td><td>(b) for Contractor's employees or labour</td><td>In accordance with the statutory requirements applicable to Karnataka</td></tr>
<tr><td>(v)</td><td>Other insurances</td><td>As per contract requirement</td></tr>
</table>
</td><td>[13]</td></tr>
<tr><td>38.1 The following are Compensation events unless they are caused by the Contractor: Deleted.</td><td>[38]</td></tr>
<tr><td>Price Adjustment Formula
Deleted</td><td>[40]</td></tr>
<tr><td>The liquidated damages for whole of the works are computed on the basis of 0.1% of the contract Price per day and for the milestones.

The maximum amount of liquidated damages for whole of the work is ten (10%) of the final contract price</td><td>[41]</td></tr>
<tr><td>The amount of the Advance payments are : Deleted.</td><td>[42]</td></tr>
</table>

*****

Financial Bid Document (BOQ)

Order	Item Details	Unit	Buy Back (yes/ No)	Quantity	Estimate Price	Total Price	Action
1	Item code No 1 Clearing and grubbing road land including uprooting rank vegetation, grass, bushes shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, including removal an (ii) By Mechanical Means using Dozer a) In area of light jungle.	Sqm	No	34.56	-	-	
To be read as							
1	Item code No 1 Clearing and grubbing road land including uprooting rank vegetation, grass, bushes shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, including removal an (ii) By Mechanical Means using Dozer a) In area of light jungle.	Per 100 Sqm	No	34.56	-	-	

Note :
For the above item no 1 in Bill of Quantities, the rate to be quoted shall be considered in terms of per 100 sqm.

*****

The other conditions of the tender remain unaltered. Any clarifications may please be obtained from the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru -560 032 on all working days between 3:30 pm and 5:30 pm during the office hours.

Executive Engineer
North Division
Bangalore Development Authority
Bengaluru.

Copy submitted for kind information to :

1. Commissioner, BDA, Bengaluru.
2. Engineer Member, BDA, Bengaluru.
3. Finance Member, BDA, Bengaluru.
4. Engineer Officer-II, BDA, Bengaluru.
5. File.